

Camptoo Terms of use

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Article 1. Definitions

- 1.1. In these Terms of Use, the following terms are used with the following meanings, unless expressly stated otherwise or the context indicates otherwise:
- a. Camptoo: Camptoo UK Ltd, 236 Old Street, EC1V 9EY London, United Kingdom. Registered at the Chambers of Commerce under number: 10920721.
 - b. Website: the Websites www.camptoo.nl, www.camptoo.com which are managed by Camptoo;
 - c. User: the natural person not acting for business or professional purposes who has registered on the Website in order to use the services offered by Camptoo via the Website;
 - d. Booking procedure: the procedure for the conclusion of a Rental Agreement as described on the Website;
 - e. Lessee: the user who wishes to rent or rents a Camping Vehicle from the lessor via the Website;
 - f. Lessor: the user who wishes to rent out or rents out his/her Camping Vehicle to the lessee via the Website, on whose behalf Camptoo acts upon establishing the Rental Agreement;
 - g. Rental Agreement: the rental agreement that is concluded through the intervention of Camptoo between the lessor and the lessee the Lessor and to which the Rental Terms and Conditions Camptoo apply, whereby the Lessee rents a Camping Vehicle from the Lessor for an agreed period against payment of the rental price and whereby Camptoo in its capacity as commercial agent (as referred to in Article 1: 5a paragraph 2 sub b of the Financial Supervision Act) acts exclusively for the account of and acts on behalf of the Lessor;
 - h. Rental Period: the full rental period as permitted by the Rental Agreement;
 - i. Rental price: the agreed rental price for the use of the camper or caravan during the Rental Period;
 - j. Camping Vehicle: the camper, camper van, touring caravan, folding trailer or similar product that the Lessor offers for rent via the Website and that is rented by the Lessee from the Lessor.
 - k. Rental Terms and Conditions Camptoo: the Rental Terms and Conditions made available by Camptoo on its Website, which apply to the rental agreement concluded between the Lessee and the Lessor.

Article 2. General

2.1 These terms of use apply to the use of the Website and subsequent legal acts and apply between Camptoo and the Lessor or between Camptoo and the Lessee. The services of Camptoo are aimed at establishing a Rental Agreement between the Lessor and the Lessee, to which the Rental Terms and Conditions apply. These conditions should be read where necessary in conjunction with the Camptoo General Terms and Conditions.

2.2 Any deviations from these terms of use are only valid if expressly agreed in writing or by e-mail.

2.3 If one or more of the provisions in these terms of use are void or should be destroyed, the remaining provisions of these terms of use will remain fully applicable. The invalid or nullified provisions will be replaced by Camptoo, taking into account as much as possible the purpose and intent of the original provision(s).

2.4 If Camptoo does not always require strict compliance with these terms of use, this does not mean that these terms of use would not apply or that Camptoo would lose the right to strictly comply with or enforce these Terms of Use in future -similar or unrelated- cases

2.5 The registration procedure can only be completed after the user has marked the checkbox to agree to these Terms of Use.

Article 3. Changes to the Terms of Use

3.1. Camptoo reserves the right to unilaterally change the Terms of Use and to declare the amended Terms of Use applicable to the existing agreements. However, it will have to notify the changes in time and in writing or by email and the changes will take effect at least 20 days after the announcement.

Article 4. Information on the Website

4.1 On the Website, the user is offered the opportunity to make bookings for the rental and rental of Camping Vehicles. Camptoo facilitates this.

4.2 Although Camptoo does its best to provide the user with the best and complete information about the content of its services with corresponding prices and rates, Camptoo cannot guarantee that this information is always accurate and complete.

4.3 Camptoo also sometimes makes a mistake or a typing error. Camptoo can therefore unilaterally correct obvious mistakes or typos. Data on the Website can be changed at any time without prior notice.

4.4 Camptoo cannot be bound by obvious errors and / or mistakes on the Website.

Article 5. Use of personal data

5.1. Camptoo can keep track of data of users of the Website, such as surfing and clicking behavior on the Website. Camptoo also keeps track of the information that the user deliberately leaves on the Website. You can read more information about the storage and use of personal data in our privacy policy, see www.camptoo.co.uk/privacybeleid.

Article 6. Use restrictions in connection with intellectual property rights

6.1. The Website contains many elements on which intellectual property rights of Camptoo and third parties rest. Examples are films, drawings, photos, texts and the graphic design of internet pages. In addition, the Website provides access to databases compiled at a considerable cost. In order to protect its interests and those of third parties, the following restrictions of use apply when using the Website:

- a. Under no circumstances may the information on the Website be reproduced or copied without express, written and prior permission.
- b. The user will not disseminate information using the Website that:
 - violates national and international law;
 - is contrary to morality or the spirit of action and rules of conduct that apply on the Internet;
 - violate the rights of third parties. It is expressly not allowed to place images and / or texts on the Website, the intellectual property rights of which belong to a third party and this third party has not given permission to place the images and / or texts;
 - may affect or hinder the use of the Internet by others;
 - can cause harm to, or be offensive or discriminatory against, others;
 - is of a pornographic nature;
 - is of a commercial nature. It is expressly not allowed to place a link to another website on the Website.

Article 7. Fair Use

7.1. It is not permitted to use the Website in a way that could hinder other internet users or otherwise affect the proper functioning of the Website, the information presented on it or the underlying software.

7.2 The Lessor is not allowed to enter into a transaction with a Lessee that has been in contact with via the Website without having it run entirely via the Camptoo Website, including all payment transactions. If a rental period between a Lessee and Lessor is established outside Camptoo, Camptoo is entitled to charge a fine of 250% of the lost commission to the Lessor. If a rental period has been canceled and it can be concluded from the contact between the Lessee and the Lessor that there was an intention of the Lessor to rent out outside Camptoo, Camptoo is entitled to charge this fine, without having to prove whether the rental period actually has taken place.

7.3 The Lessee is not allowed to enter into a transaction with a Lessor who has been in contact with via the Website without having it run entirely via the Camptoo Website, including all payment transactions. If a rental period between a Lessee and Lessor outside Camptoo is established, Camptoo is entitled to charge a fine of 250% of the lost commission to the Lessee. If a rental period has been canceled and it can be concluded from the contact between the Lessee and the Lessor that there was an intention of the Lessee to rent out outside Camptoo, Camptoo is entitled to charge this fine, without having to prove whether the rental period actually has taken place.

Article 8. Links to third party sites

8.1. The Website contains hyperlinks to sites outside the Camptoo.nl domain. This may be subject to different conditions indicated on those pages. Camptoo is not responsible for the content of such pages.

Article 9. Lessor registration

9.1 The Lessor is registered as soon as all requested information is provided and the following conditions are met:

- a. the Lessor is at least 18 years old; and
- b. the Lessor is in possession of a full and valid passport or a full and valid EU ID certificate; and
- c. the Lessor has not been excluded or refused by any insurer for bad behavior for the past 8 years or additional requirements have been set for these reasons (for example, higher premium, higher deductible, and / or limitation of coverage).

9.2 After the registration has been successfully completed, the Lessor of Camptoo will receive a confirmation email of the registration.

9.3 The Lessor is responsible for the fact that he still meets the above conditions with every use of the Website.

9.4 In addition, as part of the registration process, Camptoo has the right to check the Lessor for personal identity, creditworthiness, criminal history and insurance history. Based on these insights, the Lessor can be refused. Camptoo can refuse the Lessor's registration without reason and completely exclude participation.

9.5 The Lessor is not allowed to create multiple accounts on the Website.

9.6 The Lessor is always responsible for his account on the Website and login details. The Lessor must keep his login details carefully to himself and in no case pass these login details on to third parties.

Article 10. Lessee registration

10.1 The Lessee is registered as soon as all requested information has been provided and the following conditions have been met:

- a. the Lessee is at least 23 years old; and
- b. the Lessee is in possession of a full and valid driving license, accompanied by an international driving license where needed; and
- c. the Lessee has not been excluded or refused by any insurer for bad behavior for the past 8 years or additional requirements have been set for these reasons (for example, higher premium, higher deductible, and / or limitation of cover).

10.2 After the registration has been successfully completed, the Lessee of Camptoo will receive a confirmation email of the registration

10.3 The Lessee is responsible for the fact that he still meets the above conditions with every use of the Website.

10.4 The Lessee is not allowed to create multiple accounts on the Website.

10.5 As part of the registration process, Camptoo has the right to check the Lessee for personal identity, creditworthiness, criminal history. The Lessee can be refused on the basis of these insights. Camptoo can refuse the Lessee's registration without reason and refuse participation completely.

Article 11. Position of Camptoo

11.1 Camptoo is never responsible for texts and / or images and / or photos included in the offer that come from the Lessor. If the description of the motorhome or caravan in the offer of the Lessor does not correspond to the Camping Vehicle that the Lessor actually rents out, Camptoo is not liable for this and the Lessee must address the Lessor. If the Lessee wants to be sure that information about a Camping Vehicle is correct and complete, the Lessee must contact the relevant Lessor via the Website.

11.2 The campers and caravans are offered for rent by Lessors and not by Camptoo. Camptoo does not own the campers or caravans offered for rent on the Website. Camptoo is not a contracting party to the Rental Agreement between the Lessee and the Lessor. In the realization of this Rental Agreement, Camptoo acts in its capacity as a commercial agent, respectively Camptoo acts exclusively for and on behalf of the Lessor.

11.3 Camptoo is in no way responsible to the user for the behavior, expressions, information, etc. of another user.

11.4 If the Lessor or Lessee does not, not fully or timely fulfill its obligations arising from the Rental Agreement, this is a matter between the Lessee in question and the Lessor in question and Camptoo cannot be held liable for this.

11.5 At the request of the Lessee or the Lessor, Camptoo can mediate in a conflict between the Lessee and the Lessor. This does not mean that Camptoo can be held liable in any way for the acts and / or omissions of the Lessee or the Lessor. Contrary to the conclusion of the Rental Agreement, Camptoo assumes a neutral position in this conflict mediation, which is aimed at representing the interests of both the Lessor and the Lessee.

Article 12. Placing a review

12.1 A review represents an experience of the user about a transaction between this user and another user.

12.2 The user is entitled to place an assessment after the rental period has ended. This review:

- will relate to the relevant transaction that took place between a Lessor and Lessee;
- will be completed in fairness and should not contain verbal or offensive words;
- does not contain any privacy-sensitive information (such as address details, email address and telephone number, etc.);
- does not contain commercial messages (such as reference to Website).

12.3 In case of clearly unlawful reviews and / or if a review violates one of the above rules, Camptoo is entitled to remove the review. The user can also contact customer service for this via www.camptoo.co.uk/help/contact-us.

Article 13. Liability and limitation

13.1 Camptoo has the right to demand compliance with these conditions (and with specific provisions of each rental agreement) if the user does not comply with these conditions. Camptoo will maintain and operate the Website, but cannot accept liability if the Website (or part thereof) is unavailable for some time.

13.2 Camptoo does not guarantee that the Website will always operate without errors or interruptions or that Camptoo's services will be provided without errors or interruptions. Camptoo does not guarantee concrete results. The Website is provided on an "as is" and "as-available" basis. Camptoo expressly accepts no liability for the non-functioning of applications or functionalities.

13.3 Camptoo accepts no liability if it is not available by telephone for some time.

13.4 Camptoo accepts no liability for the accuracy of any information or data it has received from third parties.

13.5 Camptoo accepts no liability and cannot be held responsible for:

- a. Information or data placed on the Website by a Lessee or a Lessor;
- b. damage, loss or destruction of the rented object;
- c. canceling a Rental Agreement or removing a profile or other items from the Website;
- d. the status of the rented object;
- e. theft of the rented property;
- f. the consequences of cancellation or non-compliance with the Rental Agreement;
- g. fines incurred by the Lessee with the rented during the rental period, except when

expressly stated while submitting the claim on the Website.

13.6 Camptoo can never be held liable for damage suffered by the user because the user has concluded a Rental Agreement agreement with another user via the Website. Camptoo is not liable for damage that has arisen as a result of and / or related to the visit to or registration on the Website by the user (and / or from not being able to access it) and / or relying on information provided on the Website. The use of the Website is entirely at the user's risk.

13.7 Camptoo is not liable for mutilation or loss of data resulting from the transmission of data using telecommunication facilities.

13.8 Camptoo assumes no liability to the user for any indirect or consequential damages, including (but not limited to) loss of data, loss of profit, revenue, or missed savings.

13.9 Camptoo is not liable for damage of any kind resulting from incorrect and / or incomplete information provided by the user.

13.10 If Camptoo is liable for any damage, the liability of Camptoo is limited to the amount that the user paid to Camptoo for the use of the Website.

13.11 Any rights of action and other powers of the user for whatever reason towards Camptoo lapse in any case after the expiration of 1 year from the moment when a fact arises that the user can use these rights and / or powers towards Camptoo.

Article 14. Liability of and indemnification by Lessee and Lessor

14.1 The user must provide Camptoo with the correct information when registering on the Website (such as name, address and age). This information should always be kept up-to-date by the user.

14.2 The user indemnifies Camptoo against all losses, damages, liabilities and costs resulting from:

- a. default or non-compliance with a provision of these conditions (including provisions of a Rental Agreement and default of payment of an amount); and / or
- b. a claim by a third party that the information posted on the Website violates that third party's intellectual property rights.

14.3 If the Lessor rents his camper or caravan via Camptoo, the Lessor is responsible for the VAT owed. Since this is a transaction between private individuals, Camptoo's reading is that no VAT is due on this. However, Camptoo does not accept any liability for additional assessments, etc. Camptoo is only responsible for paying the VAT that is charged on the fees that the Lessee and the Lessor have paid to Camptoo for the use of the Website.

14.4 Camptoo advises the Lessor to engage a tax advisor to assess the tax issues related to income from participating in the Website for his personal situation.

Article 15. Termination of registration

15.1 Camptoo will immediately terminate the registration without being liable if the user fails to comply with any of the provisions of these terms of use. In addition, the registration is automatically terminated if the user does not pass all checks performed by Camptoo. Camptoo has the right, for the sake of the trustworthiness of the community, at any time in time, to refuse the user and to completely exclude participation.

15.2 Camptoo may refuse the (re-) registration on the user's Website for any reason.

15.3 If Camptoo terminates the registration, its entitlement to the amounts due under these terms of use will remain in effect. All amounts due to Camptoo at the time of termination of the registration are immediately due and payable.

15.4 Camptoo may transfer the user's personal information to an authority (such as credit registry, police and any other government agency) in the event of a breach of any provision of these Terms of Use.

15.5 The user can have his registration removed from the Website at any time by Camptoo.

15.6 Camptoo processes personal data in accordance with the Personal Data Protection Act.

Article 16. Force majeure

16.1. Camptoo is not liable for damage resulting from the non-fulfillment or full fulfillment of any obligation under these terms of use as a result of force majeure, including a circumstance beyond the control of Camptoo. Force majeure is understood to include: a non-attributable shortcoming of engaged third parties, virus infection or computer breach by third parties, theft, fire, the temporary unavailability or insufficient availability of hardware, software and / or internet or other telecommunications connections that are necessary for the providing the services, weather influences, government measures, power failure as well as any other situation over which Camptoo cannot exercise (decisive) control.

Article 17. Disputes and applicable law

17.1 This Website and these terms of use are exclusively subject to English law.

All disputes that arise in connection with the use of this Website, including disputes about the applicability of these terms of use, will be settled by the competent court in London.

17.2 The user has the option within 1 month after Camptoo has invoked this article in writing to choose the court that has jurisdiction according to the law.